

NORFOLK SOUTHERN CORPORATION

RECORDATION NO. 21173-B

FILED

LAW DEPARTMENT

THREE COMMERCIAL PLACE

NORFOLK, VIRGINIA 23510-9241

757 - 629 - 2634

FACSIMILE - 2607

DEC 17 '98

3-10PM

WILLIAM A. NOELL, JR.
CORPORATE COUNSEL

December 17, 1998

HAND DELIVERY

Mr. Vernon A. Williams

Secretary

Surface Transportation Board

1925 K Street, NW, Room 711

Washington, DC 20423

Dear Mr. Williams:

In accordance with 49 U.S.C. § 11301 and the Board's Rules, I submit herewith for recording with the Board fifteen (15) original counterparts, properly executed and acknowledged, of the document described below. I request that fourteen (14) of the counterparts (bearing the Board's stamped evidence of recordation) be returned to the person hand-delivering the counterparts for filing.

This document is an amendment, dated as of December 16, 1998, to the Amended and Restated Equipment Trust Agreement, dated as of January 15, 1998, that was filed with the Board on December 2, 1998, and assigned Recordation Number 21173-A. The names and addresses of the parties to this document are:

TRUSTEE/LESSOR:

The First National Bank of Maryland
25 South Charles Street - MC 101-591
16 Floor - Corporate Trust Administration
Baltimore, Maryland 21201

LESSEE/GUARANTOR:

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

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RECEIVED
SURFACE TRANSPORTATION
BOARD

Counterparts - 14

The equipment covered by this document is described in Schedule A hereto.

A brief summary of this document - for use in the index follows:

Amendment, dated as of December 16, 1998, to an Amended and Restated Equipment Trust Agreement dated as of January 15, 1998, between The First National Bank of Maryland, 25 South Charles Street - MC 101-591, 16 Floor - Corporate Trust Administration, Baltimore, Maryland 21201, as Trustee/Lessor, and Norfolk Southern Railway Company, Three Commercial Place, Norfolk, Virginia 23510-2191, as Lessee/Guarantor.

The recordation fee of \$26.00 (49 C.F.R. § 1002.2(f)(83)) will be paid by the person hand-delivering the counterparts, to whom the unused, stamped counterparts and the extra copy of this transmittal letter are to be returned.

Please acknowledge receipt on the enclosed copy of this letter.

Sincerely yours,


William A. Noell, Jr.

cc: The First National Bank of Maryland
Attention: Mr. Brown/Corporate Trust Administration

SCHEDULE A

Description of Trust Equipment

<u>Number of Units</u>	<u>Description</u>	<u>NS Road Numbers</u>
200	115 Ton Steel Billet Cars (Trinity)	113300 to 113499, inclusive
80	Single-Cradle Covered Coil Steel Cars (Thrall)	167350 to 167429, inclusive
175	Center Beam, 73 Ft. Flat Cars (TrentonWorks)	120250 to 120424, inclusive
13	DASH 9-40CW Diesel- Electric Locomotives (General Electric)	9188 to 9193, inclusive 9238 to 9244, inclusive
100	3250 cu.ft. Covered Hopper Cars (Thrall)	294220 to 294319, inclusive
100	Wood Chip Gondolas (Johnstown America Industries)	200450 to 200549, inclusive
184	Auto Part Boxcars (Trinity)	470050 to 470224, inclusive 470226 to 470228, inclusive 470230, 470233 470235 to 470237, inclusive 470241
210	Single-Cradle Covered Coil Cars (National Steel Car)	165450 to 165659, inclusive

RECORDATION NO. 21173 ^B FILED

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**NORFOLK SOUTHERN RAILWAY
EQUIPMENT TRUST, SERIES H**

This Agreement, dated as of December 16, 1998 ("Agreement #2"), between THE FIRST NATIONAL BANK OF MARYLAND, a national banking association, as trustee ("Trustee"), and NORFOLK SOUTHERN RAILWAY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Virginia ("Company"):

W I T N E S S E T H

WHEREAS, Trustee and Company have entered into an Amended and Restated Equipment Trust Agreement, dated as of January 15, 1998 ("Trust Agreement"), which called for the issue of up to \$80,000,000 in trust certificates (in any aggregate amount, "Certificates"), to which is appended as "Schedule A" a list setting forth, among other things, the equipment to be acquired to and to become subject to Norfolk Southern Railway Equipment Trust, Series H ("Series H Trust") created by and pursuant to the Trust Agreement;

WHEREAS, the Trust Agreement was filed with the Surface Transportation Board ("STB") pursuant to 49 U.S.C. § 11301 on December 2, 1998, and was assigned Recordation Number 21173-A;

WHEREAS, Company now wishes, in contemplation of the sale of Certificates, further to amend Schedule A ("New Schedule A") thereto to include all the equipment that will have been accepted as of the date of the sale of Certificates and that be subject to the Series H Trust;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and undertakings herein, the adequacy and sufficiency of which are mutually acknowledged, Trustee and Company hereby agree as follows:

1. Schedule A to the Trust Agreement (a) is amended, and is restated in its entirety, by New Schedule A attached hereto.
2. Company shall cause New Schedule A, or an appropriate memorandum thereof, to be recorded promptly with the STB in accordance with the provisions of Section 6.4 of the Trust Agreement; and .
6. This Agreement #2 may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts -- without regard to number -- together shall constitute but a single instrument.

IN WITNESS WHEREOF, each of Trustee and Company has caused this Agreement to be executed, as of the date first above written, by an appropriate officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF MARYLAND

By _____
Robert D. Brown, its Vice President

NORFOLK SOUTHERN RAILWAY COMPANY

By William J. Romig
William J. Romig, its Vice President

SCHEDULE A

Description of Trust Equipment

<u>Number of Units</u>	<u>Description</u>	<u>NS Road Numbers</u>
200	115 Ton Steel Billet Cars (Trinity)	113300 to 113499, inclusive
80	Single-Cradle Covered Coil Steel Cars (Thrall)	167350 to 167429, inclusive
175	Center Beam, 73 Ft. Flat Cars (TrentonWorks)	120250 to 120424, inclusive
13	DASH 9-40CW Diesel- Electric Locomotives (General Electric)	9188 to 9193, inclusive 9238 to 9244, inclusive
100	3250 cu.ft. Covered Hopper Cars (Thrall)	294220 to 294319, inclusive
100	Wood Chip Gondolas (Johnstown America Industries)	200450 to 200549, inclusive
184	Auto Part Boxcars (Trinity)	470050 to 470224, inclusive 470226 to 470228, inclusive 470230, 470233 470235 to 470237, inclusive 470241
210	Single-Cradle Covered Coil Cars (National Steel Car)	165450 to 165659, inclusive

TOTAL Estimated Approximate Cost of Trust Equipment: **\$80,200,000**

The amount financed by the Certificates will equal not more than 80% of the aggregate original purchase price of the Trust Equipment. The remainder of the purchase price of the Trust Equipment will be furnished by NSR either in cash or by exchange of retired equipment. The Trust Equipment has been or will be acquired directly from the builders or through an intermediary which will acquire the Trust Equipment from the builders. The proceeds from the sale of the Certificates and the amounts furnished by NSR will be used by the Trustee either to pay the builders or to refund certain deposits previously advanced by NSR to the Trustee to pay the builders.

State of Maryland)
) ss.:
City of Baltimore)

On this ____ day of December, 1998, before me personally appeared Robert D. Brown, to me personally known, who being by me first duly sworn say he is a vice president of The First National Bank of Maryland, that the foregoing instrument was signed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank


SEAL

Notary
My Commission Expires _____

Commonwealth of Virginia)
) ss.:
City of Norfolk)

On this 16th day of December, 1998, before me personally appeared William J. Romig, to me personally known, who being by me first duly sworn say he is a vice president of Norfolk Southern Railway Company, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

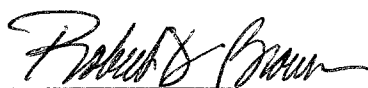
SEAL



Notary
My Commission Expires MARCH 31, 2002

IN WITNESS WHEREOF, each of Trustee and Company has caused this Agreement to be executed, as of the date first above written, by an appropriate officer thereunto duly authorized.

THE FIRST NATIONAL BANK OF MARYLAND

By 
Robert D. Brown, its Vice President

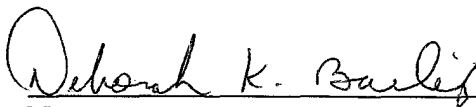
NORFOLK SOUTHERN RAILWAY COMPANY

By _____
William J. Romig, its Vice President

by the Trustee either to pay the builders or to refund certain deposits previously advanced by NSR to the Trustee to pay the builders.

State of Maryland)
) ss.:
City of Baltimore)

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Notary

My Commission Expires

MY COMMISSION EXPIRES 4/13/02

SEAL

Commonwealth of Virginia)
) ss.:
City of Norfolk)

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Notary

My Commission Expires

SEAL